



## Grant Agreement Addendum

The following clause is added as an additional contract term to EDS # \_\_\_\_\_

between

Printed Name: Indiana Arts Commission      Initials \_\_\_\_\_

Agency: Indiana Arts Commission

and



Printed Name: \_\_\_\_\_ Initials \_\_\_\_\_

Contractor: \_\_\_\_\_

### Compliance with Telephone Solicitations Act

As required by IC 5-22-3-7:

- (1) the Contractor and any principals of the Contractor certify that
  - (A) the Contractor, except for de minimis and nonsystematic violations, has not violated the terms of
    - (i) IC 24-4.7 [Telephone Solicitation Of Consumers],
    - (ii) IC 24-5-12 [Telephone Solicitations] , or
    - (iii) IC 24-5-14 [Regulation of Automatic Dialing Machines] in the previous three hundred sixty-five (365) days, even if IC 24-4.7 is preempted by federal law; and
  - (B) the Contractor will not violate the terms of IC 24-4.7 for the duration of the Contract, even if IC 24-4.7 is preempted by federal law.
- (2) The Contractor and any principals of the Contractor certify that an affiliate or principal of the Contractor and any agent acting on behalf of the Contractor or on behalf of an affiliate or principal of the Contractor:
  - (A) except for de minimis and nonsystematic violations, has not violated the terms of IC 24-4.7 in the previous three hundred sixty-five (365) days, even if IC 24-4.7 is preempted by federal law; and
  - (B) will not violate the terms of IC 24-4.7 for the duration of the Contract, even if IC 24-4.7 is preempted by federal law.

### Payments

All payments shall be made in arrears in conformance with State fiscal policies and procedures and, as required by IC 4-13-2-14.8, by electronic funds transfer to the financial institution designated by the Contractor in writing unless a specific waiver has been obtained from the Auditor of State. No payments will be made in advance of receipt of the goods or services that are the subject of this Contract except as permitted by IC 4-13-2-20.